

**APPENDIX E-1 TO DIR CONTRACT No. DIR-TSO-2539**  
**SAMPLE ORDERING DOCUMENT**  
**HARDWARE AND SOFTWARE PRODUCTS**  
**AND FIRST-YEAR TECHNICAL SUPPORT**

**ORACLE ORDERING DOCUMENT**

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

<b>Your Name</b>		<b>Your Contact</b>	
<b>Your Location</b>		<b>Phone Number</b>	
		<b>Email Address</b>	

Hardware and Hardware Support Services						
Item	Part Number	Hardware Description	Quantity	List Fee	Discount %	Net Price
Hardware and Hardware Support Fees						

Programs and Program Support Services				
Product Description/License Type	Quantity	List Fee	Discount %	Net Price
Program and Program Support Fees				

Other Fees	
Other Fees	

Fee Description	Net Fee
Oracle Hardware Fees	
Hardware Support Fees	
Program Fees	
Program Support Fees	
Other Fees	
<b>Total Price</b>	

**A. Agreement**

**1. Agreement**

This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective \_\_\_\_\_ (DIR Contract No. DIR-TSO-2539; Oracle Contract No. US-GMA-225288) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

**B. General Terms**

**1. Summary of Fees**

You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

## 2. Territory

- a. The hardware included on this order shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order.
- b. The program licenses included on this order are for use in the U.S.

## 3. Delivery

- a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
- b. **[If hardware is ordered, one of the statements below will be included on the order.]**
- Oracle will deliver to the location specified on your purchase order the ordered hardware in accordance with the terms of Section 8D of Appendix A and section A of Appendix F of the agreement.
  - Oracle has no delivery obligation for the ordered hardware; the ordered hardware has been previously delivered to the customer.
- c. **[If program is ordered, one of the statements below will be included on the order.]**
- Oracle has no delivery obligation for the ordered programs; the ordered programs have been previously delivered to the Customer.
  - Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.
- d. Oracle will deliver to the location specified on your purchase order tangible media for the ordered programs in accordance with the terms of the agreement which are DDP.

## 4. Description of the Ordered Installation and/or Packaged Services **[If installation services, packaged services, and/or other ACS services are ordered, one (or more) of the statements below will be included on the order.]**

Installation Services, Start-Up Packs and Configuration/Upgrade Services: a description of such service(s) is found in the Advanced Customer Support Services section at [www.oracle.com/contracts](http://www.oracle.com/contracts) and is incorporated by reference.

## 5. Segmentation **[This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]**

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

## 6. Additional Order Terms **[This section is deleted if no additional terms are agreed to by the parties.]**

## 7. Offer Validity

The offer is valid through **[insert date]** and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must incorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.

<b>[Insert Customer's Name]</b>	<b>Oracle America, Inc.</b>
<b>Authorized Signature</b> _____	<b>Authorized Signature</b> _____
<b>Name</b> _____	<b>Name</b> _____
<b>Title</b> _____	<b>Title</b> _____
<b>Signature Date</b> _____	<b>Signature Date</b> _____
<b>Effective Date</b> _____ ( to be completed by Oracle )	_____